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Coachella Music Festival, LLC and
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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

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| COACHELLA MUSIC FESTIVAL, LLC and GOLDENVOICE, LLC,<br><br>Plaintiffs,<br><br>v.<br><br>URBAN OUTFITTERS, INC. and FREE PEOPLE OF PA LLC,<br><br>Defendants. | Case No. 2:17-cv-2027<br><br>**COMPLAINT FOR:**<br>**TRADEMARK INFRINGEMENT;**<br>**FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION;**<br>**DILUTION;**<br>**COMMON LAW TORTIOUS INTERFERENCE OF CONTRACTUAL RELATIONSHIPS;**<br>**VIOLATION OF CALIFORNIA TRADEMARK LAW; AND**<br>**VIOLATION OF CALIFORNIA UNFAIR COMPETITION AND LAW.**<br><br>**DEMAND FOR JURY TRIAL** |

Plaintiffs Coachella Music Festival, LLC and Goldenvoice, LLC, (collectively, “Plaintiffs”) by and through their attorneys, Tucker Ellis LLP, file their complaint against Defendants Urban Outfitters, Inc. and Free People of PA LLC (collectively, “Defendants”) for injunctive relief and damages as follows:

Plaintiffs allege as follows, upon actual knowledge with respect to themselves and their own acts, and on information and belief as to all other matters.

## INTRODUCTION

1. Held annually, Plaintiffs’ Coachella Valley Music & Arts Festival (“Coachella”) is one of the most critically acclaimed music festivals in the world, with multiple bands, artists, food vendors, and stages. Coachella is a sold-out event which attracts nearly 600,000 attendees to Southern California each April.

2. Plaintiffs own the famous Coachella Marks[1] which Plaintiffs use in connection with Coachella and also with wide range of goods and services, including apparel. Plaintiffs own numerous registrations for their Coachella Marks, including the registration for apparel. Plaintiffs also sell sponsorships and license the use of the Coachella Marks to others, including for apparel; however, Plaintiffs are extremely selective and sponsorships and licenses are very limited.

3. Trading on the goodwill and fame of Plaintiffs’ Coachella Marks, Defendants, who are not authorized or affiliated in any way with Plaintiffs, use one or more of the Coachella Marks in connection with COACHELLA branded apparel. Defendants also use the one or more of the Coachella Marks as a ‘keyword’ to trigger Defendants’ online advertising, and within the meta-data on Defendants’ own websites, to misdirect consumers searching for Plaintiffs and Plaintiffs’ Coachella Marks to Defendants website which sells Defendants’ unauthorized apparel.

4. Defendants’ use of the Coachella Marks is likely to cause confusion, or to cause mistake, or to deceive consumers that Defendants are sponsors or licensees

[1] The Coachella Marks are defined below.

authorized by Plaintiffs to use the Coachella Marks, or that the apparel they sell originates from, or is affiliated, connected, or associated with Plaintiffs. Defendants' use of Coachella Marks is also likely to cause dilution by blurring or dilution by tarnishment. Defendants' actions also constitute unfair competition.

5. Defendants have ignored Plaintiffs' demands to cease their unlawful conduct. Accordingly, Plaintiffs have been forced to file this action to protect the famous Coachella Marks and to protect the public.

## THE PARTIES

6. Plaintiff Coachella Music Festival, LLC, is a limited liability company organized and existing under the laws of the State of Delaware, having a principal place of business in Los Angeles, California. Coachella Music Festival, LLC, owns the intellectual property rights to Coachella, including the Coachella Marks.

7. Plaintiff Goldenvoice, LLC is a limited liability company organized and existing under the laws of the State of California, having a principal place of business in Los Angeles, California. Goldenvoice, LLC produces the Coachella festival.

8. On information and belief, Defendant Urban Outfitters, Inc. ("Urban Outfitters") is a corporation organized and existing under the laws of the State of Pennsylvania, having a principal place of business located in Philadelphia, Pennsylvania. Urban Outfitters is registered with the California Secretary of State to conduct business in California.

9. On information and belief, Defendant Free People of PA LLC ("Free People") is a limited liability company organized and existing under the laws of the State of Pennsylvania, having a principal place of business located in Philadelphia, Pennsylvania.

## NATURE OF THE ACTION

10. This is a complaint for trademark infringement, false designation of origin and unfair competition, and dilution under the federal law, tortious interference of

contractual relationships, trademark dilution under the California law, and unfair or deceptive business practices under California statutory and common law.

**JURISDICTION AND VENUE**

11. This case is a civil action arising under the Trademark Laws of the United States, 15 U.S.C. §§ 1051, *et seq.*, under the California Business and Professions Code § 14247 and § 17200, *et seq.*, and California Common Law.

12. This Court has subject matter jurisdiction over the claims in this Complaint pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1338(a), and which involve a federal question, pursuant to 28 U.S.C. § 1331.

13. This Court has pendent jurisdiction over the claims arising under California law pursuant to 28 U.S.C. § 1367(a) because the asserted state claims are substantially related to the claims arising under the Trademark Laws of the United States. Furthermore, this Court has pendent jurisdiction because both the state and federal claims are derived from a common nucleus of operative facts and considerations of judicial economy dictate the state and federal issues be consolidated for a single trial.

14. Plaintiffs are informed and believe, and on that basis allege, that this Court has personal jurisdiction over Defendants because (1) Defendants conduct business within California and this judicial district; (2) Defendant Urban Outfitters operates numerous physical stores in California; (3) the causes of action asserted in this Complaint arise out of Defendants' contacts with California and this judicial district; and (4) Defendants have caused tortious injury to Plaintiffs in California and this judicial district.

15. Venue is proper under 28 U.S.C. § 1391 because, on information and belief, a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated.

**PLAINTIFFS' COACHELLA MUSIC FESTIVAL,**
**TRADEMARKS AND SERVICE MARKS**

16. Plaintiffs own and produce Coachella, one of the country's premier music and arts festivals. Printouts of several news stories about Coachella are attached to this

Complaint as Exhibit 1. The caption from one photograph accompanying a story from CNN reads, "[a]n aerial view taken from a helicopter on Sunday shows how big the [2011] festival is."

17. Held annually at the 78-acre Empire Polo Club in the beautiful Southern California desert, Coachella is one of the most critically acclaimed music festivals in the world.

18. Coachella was first held in October 1999 and drew some 25,000 attendees into the California desert in Southern California. Over the years,[2] both Coachella's attendance and its prominence have grown. Attendance to the sold-out Coachella festival, aggregated over the multi-day event, is estimated at 600,000 attendees.

19. For the past several years, passes to Coachella sell out, and for the past few years, they typically sell out in about an hour. Printouts of several news stories about Coachella selling out are attached to this Complaint as Exhibit 2.

20. Coachella mixes some of the most groundbreaking artists from all genres of music along with a substantial selection of art installations from all over the world. Coachella attracts some of the world's biggest mega-stars to perform. The list of artists who have performed include: Beastie Boys, Bjork, Coldplay, Daft Punk, Depeche Mode, Drake, Guns and Roses, Jane's Addiction, Jay-Z, Kanye West, Madonna, Nine Inch Nails, Oasis, Paul McCartney, Prince, Radiohead, Rage Against the Machine, Red Hot Chili Peppers, Roger Waters, The Cure, The Pixies, and Tool, to list only a very few.

21. Coachella is about more than just music. The festival's venue also includes camping facilities for some 15,000 attendees (complete with a karaoke lounge and a general store), and an amazing selection of food and beverages from a wide range of restaurants. The festival also features an extensive art exhibit which includes many pieces of art (including sculpture and so-called "interactive" art). The music, the food, the art,

[2] Coachella was next held in April 2001 and has been held annually thereafter.

and of course, the fellowship of other attendees, taken together, makes Coachella more than just a concert to attend—it truly is an experience.

22. Plaintiffs extensively use the Coachella Marks in connection with Coachella, and with a wide range of related goods and services, including apparel and related goods.

23. Plaintiffs own and operate Coachella's website, available at www.coachella.com. This website has received over 25 million page views in 2016, and has hosted nearly 8 million users in over 11 million sessions. Screen captures of Plaintiffs' website, available at www.coachella.com, are attached to this Complaint as Exhibit 3.

24. Plaintiffs also produce a mobile app for Coachella for use on iPhone / iPad and Android devices. Screen captures of Plaintiffs' app from iTunes and Google are attached to this Complaint as Exhibit 4.

25. Plaintiffs extensively promote Coachella through a variety of media, including via the Internet on its website, available at www.coachella.com, and on numerous social media sites including Facebook, Twitter, and Instagram, to list a few. Screen captures of Plaintiffs' Facebook, Twitter, and Instagram accounts are attached to this Complaint as Exhibit 5. As can be seen from Exhibit 5, Plaintiffs' Facebook page has over 1.8 million likes and over 1.7 million followers; their Twitter account is being followed by over eight hundred thousand Twitter users; and their Instagram account is being followed by over nine hundred thousand Instagram users.

26. Plaintiffs invested over $625,000 dollars last year alone in media and related content to promote Coachella.

27. An Internet search using the Google search engine for the term "Coachella music festival" provided over 1 million hits; a cursory review of the results shows nearly every hit was related to Plaintiffs' festival; and the first search result was to Plaintiffs' www.coachella.com website.

28. Tracked online media impressions (advertisements) for Coachella from March 1, 2016 through May 1, 2016 exceeded 70 million impressions.

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29. Over 500 credentialed journalists, from print media, radio, television, and the Internet reported live from the 2016 Coachella festival. The journalists represented media outlets as diverse as Time, Billboard, and the BBC.

30. Plaintiffs own the exclusive trademark and service mark rights to the distinctive COACHELLA trademark and service mark, having used the mark in connection with the festival and related goods and services since the first Coachella festival in 1999.

31. Similarly, Plaintiffs own the exclusive trademark and service mark rights to the distinctive COACHELLA (stylized) trademark and service mark, having used the mark in connection with the festival and related goods and services since the first festival in 1999. A copy of the design mark is depicted below:

COACHELLA

32. Plaintiffs also own the exclusive trademark rights to the distinctive COACHELLA VALLEY MUSIC AND ARTS FESTIVAL trademark and service mark, having used the mark in connection with the festival and related goods and services since the first festival in 1999.

33. The COACHELLA, COACHELLA (stylized), and COACHELLA VALLEY MUSIC AND ARTS FESTIVAL marks are collectively referred to in this Complaint as the "Coachella Marks."

34. Since 1999, Plaintiffs' use of the Coachella Marks has been extensive, continuous, and substantially exclusive.

35. Coachella and the Coachella Marks have been the subject of extensive newspaper articles, magazine articles, television and Internet news stories. *See* Exhibits 1-2.

36. Plaintiffs have made, and continue to make, a substantial investment of time, effort and expense in the production and promotion of Coachella and the Coachella Marks.

37. The Coachella Marks are unique and distinctive and, as such, designate a single source of origin.

38. As a result of Plaintiffs' efforts and use, the Coachella Marks have come to be recognized by the public and members of the trade as being associated with Plaintiffs and Coachella.

39. By virtue of the extensive scope of the sales made and the substantial sums spent to advertise and promote products and services under the Coachella Marks, the marks have acquired strong secondary meaning in the minds of the purchasing public and the business community and are highly distinctive, famous, and serve uniquely to identify Plaintiffs' products and services. Through widespread and favorable public acceptance and recognition, these marks have become assets of incalculable value as symbols of Plaintiffs' products and services.

40. Plaintiffs expend substantial effort and expense to protect the Coachella Marks' distinctiveness in the marketplace. Plaintiffs extensively police unauthorized use of the Coachella Marks and have sent countless cease and desist letters, and made countless telephone calls, to combat misuse or unauthorized use of the Coachella Marks. Plaintiffs have also commenced civil litigation to prevent misuse or unauthorized use of the Coachella Marks.

41. Based on Plaintiffs' use, including the use described herein, Plaintiffs own extensive common law trademark rights in the Coachella Marks.

42. In addition to their extensive common law rights, Plaintiffs own numerous United States registrations for the Coachella Marks. Specifically, Plaintiffs own:

a. United States Service Mark Registration No. 3,196,119 for COACHELLA. This Registration is incontestable under 15 U.S.C. § 1065;

b. United States Trademark Registration No. 4,270,482 for COACHELLA;

c. United States Service Mark Registration No. 3,196,129 for COACHELLA (stylized). This Registration is incontestable under 15 U.S.C. § 1065;

d. United States Trademark Registration No. 4,266,400 for COACHELLA (stylized);

e. United States Service Mark Registration No. 3,196,128 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL. This Registration is incontestable under 15 U.S.C. § 1065;

f. United States Trademark Registration No. 3,965,563 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL;

g. United States Trademark Registration No. 4,008,651 for COACHELLA VALLEY MUSIC AND ARTS FESTIVAL;

h. United States Trademark Registration No. 5,075,233 for CHELLA; and

i. United States Trademark Registration No. 3,851,272 for CHELA (stylized). This Registration is incontestable under 15 U.S.C. § 1065.

The registration certificate for each registration is attached to this Complaint as Exhibit 6.

43. Plaintiffs are extremely selective in granting sponsorships and licensing of the Coachella Marks, and have entered into a very limited number of highly sought-after licenses to use the Coachella Marks. A screen capture of Plaintiffs' website, available at www.coachella.com, showing the authorized Coachella sponsors is attached to this Complaint as Exhibit 7.

44. Plaintiffs closely monitor and controls all use of the Coachella Marks by sponsors and licensees.

45. In addition to making its own sales of apparel in connection with the Coachella Marks, Plaintiff licenses the Coachella Marks to H & M Hennes & Mauritz AB ("H&M") for use in connection with the marketing and sale of apparel and jewelry. H&M markets and sells Coachella branded apparel and jewelry throughout the United

States and has done so under license. All such uses of the Coachella Marks by H&M inure and have inured to the benefit of Plaintiff.

46. Plaintiff also licenses the Coachella Marks to Pandora A/S ("Pandora") for use in connection with the marketing and sale of apparel and jewelry. Pandora markets and sells Coachella branded jewelry throughout the United States and has done so under license. All such uses of the Coachella Marks by Pandora inure and have inured to the benefit of Plaintiff.

47. Having been widely promoted to the general public, and having exclusively identified Plaintiffs and their goods and services, the Coachella Marks symbolize the tremendous goodwill associated with Plaintiffs and Plaintiffs' festival.

48. The Coachella Marks are a property right of incalculable value.

49. The Coachella Marks have for many years enjoyed unquestionable fame as a result of the favorable general public acceptance and recognition.

50. The Coachella Marks are famous marks protected under 15 U.S.C. § 1125(c).

**DEFENDANTS' BUSINESSES**

51. On information and belief, Defendant Urban Outfitters is a multinational clothing corporation headquartered in Philadelphia, Pennsylvania. On information and belief, it sells women's and men's fashion apparel, footwear, beauty and accessories, active wear and gear, and housewares, which largely draw from bohemian, hipster, ironically humorous, kitschy, retro, and vintage styles.

52. On information and belief, Defendant Free People is a subsidiary of Urban Outfitters. Free People describes itself on its website as "a specialty women's clothing brand, [and] the destination for bohemian fashion that features the latest trends and vintage collections for women who live free through fashion, art, music, and travel."

53. Free People also describes its brand on its website as offering "a wide range of products from apparel, to accessories, intimates, outerwear, home, and beauty – all

reflecting a high level of quality, invoking attributes of femininity, spirit, and creativity in its design, while creating the perfect festival clothing."

54. Defendants are using the Coachella Marks to offer goods that are directly competitive with those offered by Coachella, its licensees, and/or its sponsors under the Coachella Marks. For example, on Defendants' website available at freepeople.com, Defendants are offering for sale at least four products incorporating the Coachella Marks into the product name. Screenshots of the webpages where these products appear are attached as Exhibit 8.

55. In addition to offering directly competitive goods using the Coachella Marks, Defendants are using the famous Coachella Marks in the webpage titles, meta description tags, meta keyword tags and URLs for pages containing the directly competitive goods. Screenshots highlighting these page titles, as well as a screenshots of showing the URLs are attached as Exhibit 9.

56. Screenshots showing the source code for each of these webpages, with the relevant portions of meta description and keyword tags highlighted, are attached as Exhibit 10.

57. Defendants have also purchased one or more of the Coachella Marks as a "keyword" from one or more Internet search companies, include Google. Defendants further use the Coachella Marks within their online advertisement titles (or headline), and with the advertisement's "display URL." As a result, a Google search for "Coachella clothing" results in an advertisement for Defendants' infringing goods. A screenshot of such an advertisement is attached as Exhibit 11.

58. A screenshot of the advertisement that results from clicking on the advertisement shown in Exhibit 11 is attached as Exhibit 12. The advertisement uses a font evocative of Plaintiffs, of Coachella and the Coachella Marks, and that is similar to the font used in the COACHELLA (stylized) mark, and which is frequently used in Plaintiffs' own advertising materials.

59. Defendants' use as described in this Complaint evidences their intent to trade off the goodwill of Plaintiffs' marks. For example, the webpage for the product "Coachella Valley Tunic" includes "summer music festival" in its description. This is a reference to Plaintiffs' use of the Coachella Marks to promote the Coachella Music Festival. *See* Exhibit 9.

60. Defendants also sell branded apparel using the mark BELLA COACHELLA. Defendants' BELLA COACHELLA apparel is sold as through various online and physical retailers, including Amazon.com, Asos, Bloomingdales, Buckle, Largo Drive, Macy's, ShopBop, YogaOutlet.com, and Zappos.com, to list a few. Screenshots of the webpages where these products appear are attached as Exhibit 13.

61. Defendants are direct competitors with Coachella and/or its licensees and sponsors as they all sell apparel.

62. Defendants' goods are directly competitive with Plaintiffs' goods and/or its licensees and sponsors, as they all sell apparel.

63. Defendants' apparel is directly targeting the same consumers who purchase Plaintiffs' goods and/or its licensees and sponsors' goods.

64. Defendants have adopted as marks, COACHEALLA and BELLA COACHELLA, which are identical or similar to Plaintiffs' Coachella Mark.

65. The marketing channels used by Defendants are the same as those used by Plaintiffs and/or its licensees and sponsors.

66. Likely purchasers of Plaintiffs', its licensees' and sponsors', and Defendants' apparel, are unlikely to exercise a high degree of care when purchasing the goods.

67. Defendants do not own any rights in the Coachella Marks.

68. Defendants are not affiliated with Coachella in any way.

69. Defendants do not sell and are not licensed to sell Plaintiffs' goods.

70. Defendants had no lawful reason to use Plaintiffs' Coachella Marks in connection with the sale of their own directly competitive goods.

71. Plaintiffs sent Defendants a cease and desist letter on April 14, 2016 demanding that Defendants cease their illegal activity.

72. This was not the first time Plaintiffs had to make such demands of Defendants.

73. At least as a result of receiving this letter, Defendants had actual notice of both Plaintiffs' federally registered Coachella Marks and its common law rights in its trademarks because Defendants have been previously put on notice concerning their illegal activity.

74. Defendants had constructive notice of Plaintiffs' federally registered Coachella Marks under 15 U.S.C. § 1072.

75. Defendants have knowingly and willfully used the Coachella Marks without authorization from Plaintiffs.

**HARM TO PLAINTIFFS AND THE GENERAL PUBLIC**

76. Defendants' unauthorized use of the Coachella Marks creates a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of Defendants' apparel, and is likely to falsely suggest a sponsorship, connection, license, or association of Defendants with Plaintiffs.

77. Defendants' activities have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the goodwill associated with the Coachella Marks.

78. Defendants' activities have irreparably harmed, and if not enjoined, will continue to irreparably harm the general public who has an inherent interest in being free from confusion, mistake, and deception.

79. As a direct result of Defendants' actions, Plaintiffs are suffering, and will continue to suffer, irreparable injury for which there is no adequate remedy at law. Money damages cannot fully repair the damage that will be done to Plaintiffs' reputation.

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## FIRST CAUSE OF ACTION

**(Trademark Infringement Under 15 U.S.C. § 1114(1))**

80. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 79 of this Complaint as though fully set forth here.

81. The Coachella Marks are inherently distinctive, strong, valid, and protectable trademarks owned by Plaintiffs.

82. Defendants are using the Coachella Marks or confusingly similar designations in connection with the sale of Defendants' apparel products.

83. Defendants use the Coachella Marks or confusingly similar designations in connection with Defendants' advertising.

84. Defendants' use in commerce of the Coachella Marks is likely to cause confusion, mistake, or to deceive.

85. The above-described acts of Defendants constitute trademark infringement in violation of 15 U.S.C. § 1114(1), entitling Plaintiffs to relief.

86. Defendants have unfairly profited from the trademark infringement alleged.

87. By reason of Defendants' acts of trademark infringement, Plaintiffs have suffered damage to the goodwill associated with the Coachella Marks.

88. Defendants' acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and their federally registered trademarks.

89. Defendants' acts of trademark infringement have irreparably harmed, and if not enjoined, will continue to irreparably harm the general public who has an interest in being free from confusion, mistake, and deception.

90. By reason of Defendants' acts, Plaintiffs' remedy at law is not adequate to compensate for the injuries inflicted by Defendants. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Defendants and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

91. By reason of Defendants' willful acts of trademark infringement, Plaintiffs are entitled to treble damages under 15 U.S.C. § 1117.

92. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

**SECOND CAUSE OF ACTION**

**(Trademark Infringement, False Designation of Origin and Unfair Competition Under 15 U.S.C. § 1125(a))**

93. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 90 of this Complaint as though fully set forth here.

94. Defendants use in commerce the Coachella Marks in connection with the sale of Defendants' apparel.

95. Defendants use in commerce the Coachella Marks in connection with Defendants' advertising.

96. Defendants' use in commerce of the Coachella Marks is likely to cause confusion, or to cause mistake, or to deceive the relevant public that Defendants' goods or services are authorized, sponsored, approved by, or affiliated with Plaintiffs.

97. The above-described acts of Defendants constitute trademark infringement of the Coachella Marks and false designation of origin in violation of 15 U.S.C. § 1125(a), entitling Plaintiffs to relief.

98. Defendants have unfairly profited from the actions alleged.

99. By reason of the above-described acts of Defendants, Plaintiffs have suffered damage to the goodwill associated with the Coachella Marks.

100. The above-described acts of Defendants have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the Coachella Marks.

101. The above-described acts of Defendants have irreparably harmed and, if not enjoined, will continue to irreparably harm the general public which has an interest in being free from confusion, mistake, and deception.

102. By reason of Defendants' acts, Plaintiffs' remedy at law is not adequate to compensate for the injuries inflicted by Defendants. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Defendants and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

103. Because the above-described acts of Defendants were willful, Plaintiffs are entitled to treble damages under 15 U.S.C. § 1117.

104. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

**THIRD CAUSE OF ACTION**

**(Dilution Under 15 U.S.C. § 1125(c))**

105. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 104 of this Complaint as though fully set forth here.

106. Plaintiffs' Coachella Marks are famous, as that term is used in 15 U.S.C. § 1125(c), and were famous before Defendants' use of Plaintiffs' Marks and variations thereof in commerce.

107. Defendants' use of the Coachella Marks and variations thereof in commerce is likely to cause dilution by blurring or dilution by tarnishment.

108. The above-described acts of Defendants constitute dilution by blurring and dilution by tarnishment in violation of 15 U.S.C. § 1125(c), entitling Plaintiffs to relief.

109. Defendants have unfairly profited from the actions alleged.

110. By reason of Defendants' acts, Plaintiffs have suffered damage to the goodwill associated with the Coachella Marks and have suffered and will continue to suffer irreparable harm.

111. By reason of Defendants' acts, Plaintiffs' remedy at law is not adequate to compensate for the injuries inflicted by Defendants.

112. Accordingly, Plaintiffs are entitled to entry of a temporary restraining order against Defendants and preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

113. By reason of Defendants' willful acts, Plaintiffs' are entitled to damages, and that those damages be trebled, under 15 U.S.C. § 1117.

114. This is an exceptional case making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

**FOURTH CAUSE OF ACTION**

**(Common Law Tortious Interference of Contractual Relationships)**

115. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 114 of this Complaint as though fully set forth here.

116. Plaintiffs provide its sponsors and licensees with valuable, sometimes exclusive, rights with respect to the use of the Coachella Marks in association with various goods and services. Plaintiffs have made Defendants aware of these contractual relationships though, at the very least, Plaintiffs prior cease and desist letter to Defendants.

117. Upon information and belief, Defendants intentionally have or will induce and encouraged Plaintiffs' licensees and/or sponsors to breach their contracts when they become aware of the fact that third parties, such as Defendants, are selling goods and/or services bearing the Coachella Marks or confusingly similar designations without having had to become an official sponsor or licensee. Defendants did so with the intent to interfere with and disrupt the contractual relationships between Plaintiffs and their licensees and/or sponsors. Defendants have induced, and unless enjoined, will continue to induce, such authorized Coachella licensees/sponsors to breach their contracts with Plaintiffs. Defendants' conduct has denied, and will continue to deny, Plaintiffs the full benefits of the contracts with authorized Coachella licensees/sponsors.

118. As a result of Defendants' conduct as described herein, Plaintiffs have suffered actual and compensatory damages in an amount to be determined at trial.

119. Defendants' conduct as described herein constitutes tortious interference with Plaintiffs' aforementioned contractual relationships with authorized Coachella licensees/sponsors.

**FIFTH CAUSE OF ACTION**

**(Dilution Under Cal. Bus. & Prof. Code § 14247)**

120. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 119 of this Complaint as though fully set forth here.

121. Through Plaintiffs' extensive use of the Coachella Marks in California, it has developed common law trademark rights in those marks under California state law.

122. Plaintiffs' Coachella Marks are famous within the meaning of Cal. Bus. & Prof. Code § 14247.

123. Defendants' use of the Coachella Marks constitutes dilution within the meaning of Cal. Bus. & Prof. Code § 14247.

124. Plaintiffs are therefore entitled to injunctive relief as well as damages in amount according to proof.

**SIXTH CAUSE OF ACTION**

**(California Common Law and Statutory Unfair Competition)**

125. Plaintiffs reallege and incorporate by reference each of the allegations contained in Paragraphs 1 through 124 of this Complaint as though fully set forth here.

126. Plaintiffs are informed and believe that Defendants are in direct competition with Plaintiffs.

127. Defendants' willful, knowing, and unauthorized promotion, advertisement, sale, and offering for sale of infringing goods is causing confusion as to the source of those goods and is therefore harming Plaintiffs' goodwill and constitutes and unlawful appropriation of Plaintiffs' exclusive rights in its Coachella Marks.

128. Defendants have infringed Plaintiffs' trademark rights and have offered for sale, advertised, and sold infringing goods in violation of Plaintiffs' proprietary rights. Such acts constitute unfair trade practices and unfair competition Under California Business and Professions Code §§ 17200, *et seq.*, and under the common law of the State of California.

129. Pursuant to California Business and Professions Code § 17203, Defendants are required to disgorge and restore to Plaintiffs all profits and property acquired by means of Defendants' unfair competition with Plaintiffs.

130. Due to Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, irreparable harm. It would be difficult to ascertain the amount of money damages that would afford Plaintiffs adequate relief at law for Defendants' acts and continuing acts. Plaintiff's remedy at law is not adequate to compensate them for the injuries already inflicted and further threatened by Defendants. Accordingly, Plaintiffs are entitled to preliminary and permanent injunctive relief pursuant to California Business and Professions Code § 17203.

131. Plaintiffs are informed and believe and, on that basis allege, that Defendants' conduct has been intentional and willful and in conscious disregard of Plaintiffs' rights and, therefore, Plaintiffs are entitled to exemplary or punitive damages under the common law of the State of California in an amount appropriate to punish Defendants and to make an example of Defendants to the community.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs request judgment against Defendants as follows:

1. That the Court enter a judgment against Defendants that Defendants have:

   a. Infringed the rights of Plaintiffs in the Coachella Marks that have been federally registered in violation of 15 U.S.C. § 1114(1);

   b. Infringed the rights of Plaintiffs in the Coachella Marks in violation of 15 U.S.C. § 1125(a);

   c. Diluted the rights of Plaintiffs in the Coachella Marks in violation of 15 U.S.C. § 1125(c);

   d. Interfered with Plaintiffs' contractual relationships in violation of California common law;

   e. Violated California state trademark law; and

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f. Engaged in unfair competition in violation of California Business and Professions Code §§ 17200, *et seq.* and California common law.

2. That each of the above acts was willful.

3. That the Court issue a temporary restraining order, preliminary injunction, and permanent injunction enjoining and restraining Defendants and their agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendants, from:

a. Engaging in any infringing activity including advertising, promoting, marketing, selling and offering for sale any goods or services in connection with the Coachella Marks or any similar mark;

b. Engaging in any activity which dilutes the Coachella Marks;

c. Receiving any compensation, whether in money, in kind, or otherwise, for any of the acts proscribed in subparagraphs (a) and (b) above;

d. Engaging in any unfair competition with Plaintiffs; and

e. Engaging in any deceptive acts.

4. Requiring Defendants, their agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendants, to: (a) remove any items being offered for sale which bear the Coachella Marks, or any similar designation thereto; recall any items being offered for sale which bear the Coachella Marks, or any similar designation thereto; deliver to Plaintiffs for destruction any items so removed or so recalled.

5. Requiring Defendants, their agents, servants, employees, successors and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendants, to: (a) engage in corrective advertising; (b) inform consumers that Defendants are not authorized sponsors of Coachella; (c) to inform consumers that Defendants are not authorized licensees of Coachella or the Coachella Marks.

6. That Plaintiffs be awarded damages for Defendants' trademark infringement and unfair competition and that these damages be trebled due to Defendants' willfulness, in accordance with the provisions of 15 U.S.C. § 1117.

7. That Plaintiffs be awarded all profits resulting from Defendants' infringement of Plaintiffs' rights and by means of Defendants' unfair competition with Plaintiffs.

8. That Defendants be ordered to account for and disgorge to Plaintiffs all amounts by which Defendants have been unjustly enriched by reason of Defendants' unlawful actions.

9. That Plaintiffs be awarded punitive damages by reason of Defendants' unlawful actions.

10. For pre- and post-judgment interest on all damages.

11. That the Court award Plaintiffs their reasonable attorneys' fees pursuant to 15 U.S.C. § 1117, 17 U.S.C. § 505, California law, and any other applicable provision of law.

12. That the Court award Plaintiffs their costs of suit incurred herein.

13. For such other or further relief as the Court may deem just and proper.

Dated: March 14, 2017

Tucker Ellis LLP

By: /s/David J. Steele
David J. Steele
Howard A. Kroll
Steven E. Lauridsen

Attorneys for Plaintiffs
Coachella Music Festival, LLC and
Goldenvoice, LLC

## DEMAND FOR TRIAL BY JURY

Plaintiffs Coachella Music Festival, LLC and Goldenvoice, LLC hereby demand a trial by jury to decide all issues so triable in this case.

Dated: March 14, 2017

Tucker Ellis LLP

By: /s/David J. Steele
David J. Steele
Howard A. Kroll
Steven E. Lauridsen

Attorneys for Plaintiffs
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Goldenvoice, LLC